



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

GENERAL MAINTENANCE AND REPAIR SERVICES
PAINTING
CONSTRUCTION TRADES
CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
IRRIGATION PUMP STATIONS & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

REQUEST FOR PROPOSALS
NO. 2026-08

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2026-08

GENERAL MAINTENANCE AND REPAIR SERVICES
PAINTING
CONSTRUCTION TRADES
CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

INDEX

PROPOSAL DOCUMENTS:

SECTION 1 NOTICE TO PROPOSERS

SECTION 2 GENERAL INSTRUCTIONS TO PROPOSERS

SECTION 3 EVALUATION OF THE PROPOSAL

SECTION 4 PROPOSAL SECURITY

SECTION 5 PROPOSAL FORMS

AGREEMENT DOCUMENTS:

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively "CITY") will be accepting sealed proposals for:

GENERAL MAINTENANCE AND REPAIR SERVICES
PAINTING
CONSTRUCTION TRADES
CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

REQUEST FOR PROPOSALS ("RFP") NO. 2026-08

The CITY is requesting proposals from qualified PROPOSERS to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for Maintenance and Repair Services on an ongoing, or as needed basis, and at the sole discretion of the CITY, in the following categories of work and services:

- A. Painting
- B. Construction Trades
- C. Canopy Structures Inspection/Install/Repair
- D. Irrigation Pump & Lift Stations Electrical Install/Repair

PROPOSERS may submit on one or more categories.

Simultaneous with the delivery of the executed contract to the CITY upon award, the CONTRACTOR shall furnish an executed Performance and Payment bond in an amount equal to the amount (s) noted below as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project.

Category	Bond Amount
Painting	\$150,000
Construction Trades	\$150,000
Canopy Structures Inspection/Install/Repair	\$150,000
Irrigation Pump & Lift Stations Electrical Install/Repair	\$100,000

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All written or graphical work product shall be provided to the CITY in PDF format, WCAG 2.1, Level AA, ADA compliant.

PROPOSER QUALIFICATIONS

Proposals will only be considered from firms that are regularly engaged in the business of providing services described above for governmental agencies/utility agencies. PROPOSER must be able to

demonstrate a record of exceptional performance and have sufficient financial resources, equipment, and organization to satisfactorily provide the services required.

PROPOSERS shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) PROPOSERS shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that this RFP is issued ii) PROPOSERS shall have a minimum of five years of experience in the related work category and iii) PROPOSERS shall provide at least three references (Form 3) for similar work performed to show evidence of qualifications and previous experience.

PRE-PROPOSAL CONFERENCE: Mandatory Non-Mandatory

A mandatory (non-mandatory) pre-proposal conference shall be held virtually on **May 14, 2026 at 2:30 p.m.** local time. If mandatory, all PROPOSERS planning to submit a proposal **are required** to attend this virtual conference. Failure of a PROPOSER to be present at mandatory conference shall render a PROPOSER to be deemed non-responsive and shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Proposal: RFP No. 2026-08, General Maintenance and Repair Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m317ca7a7d00cfb7ba7def999ecb3e8c7 You may also connect to: www.webex.com • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Thursday, May 14, 2026 at 2:30 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2319 260 1229
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll 2319 260 1229 from phones

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on June, 2026 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening: RFP No. 2026-08, General Maintenance and Repair Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=mde8910015592686fd86104e5773b6084 You may also connect to: www.webex.com • Click "Join a Meeting" • Enter Event/Meeting Number

Date and Time:	Thursday, June 4, 2026 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2305 544 9510
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll 2305 544 9510 from phones

AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy of RFP No. 2026-08, General Maintenance and Repair Services: Painting Construction Trades Canopy Structures Inspection/Install/Repair Irrigation Pump & Lift Stations Electrical Install/Repair by visiting the CITY’s Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier’s check made payable to the “City of Weston” in the amount of \$5,000.00 will be required to be submitted with the proposal.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso** at mperezgarviso@westonfl.org, with “**RFP No. 2026-08 for General Maintenance and Repair Services: Painting Construction Trades Canopy Structures Inspection/Install/Repair Irrigation Pump & Lift Stations Electrical Install/Repair**” in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor
Mary Molina-Macfie, Commissioner
Byron L. Jaffe, Commissioner
Chris Eddy, Commissioner; and
Henry Mead, Vice Mayor

Cindy Tao, Director of Accounting, Selection Committee Member;
Ryan Fernandes, Director of Technology Services, Selection Committee Member;
Andrew Matusевич, Assistant Director of Landscaping, Selection Committee Member;
Kara Petty, Director of Parks & Recreation, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY’s Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;
 - B. Waive any informality in a proposal;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:
 - A. Award all or a portion of the services set forth in the RFP as determined to be in the best interest of the CITY; and
 - B. Reject any or all proposals, if found by the City Commission not to be in the best interest of the CITY.
 - C. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: May 4, 2026

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The CITY is requesting proposals from qualified PROPOSERS to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for General Maintenance and Repair Services on an ongoing, or as needed basis, and at the sole discretion of the CITY, in the following categories of work and services:

- A. Painting
- B. Construction Trades
- C. Canopy Structures Inspection/Install/Repair
- D. Irrigation Pump & Lift Stations Electrical Install/Repair

PROPOSERS may submit on one or more categories.

Simultaneous with the delivery of the executed contract to the CITY upon award, the CONTRACTOR shall furnish an executed Performance and Payment bond in an amount equal to the amount (s) noted below as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project.

Category	Bond Amount
Painting	\$150,000
Construction Trades	\$150,000
Canopy Structures Inspection/Install/Repair	\$150,000
Irrigation Pump & Lift Stations Electrical Install/Repair	\$100,000

All PROPOSERS are advised that the CITY has NOT authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of

a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER 's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.4 Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

2.5 Proposals

The Proposal package shall contain one (1) unbound complete set of original documents, which shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

All written or graphical work product shall be provided to the CITY in PDF format, WCAG 2.1, Level AA, ADA compliant.

2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples.

The outside of the sealed package must clearly indicate submitting for **"RFP No. 2026-08 for General Maintenance and Repair Services: Painting Construction Trades Canopy Structures Inspection/Install/Repair Irrigation Pump & Lift Stations Electrical Install/Repair"** and the specific contact person should also be noted.

All PROPOSERs are advised that the CITY shall not supply or sell materials to PROPOSERs in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

2.7 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.
- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The following forms shall be completed and submitted with the Proposal:

- Proposal Cover Sheet
- Proposal Form 1: PROPOSER's Statement of Organization
- Proposal Form 2: Personnel
- Proposal Form 2A: CONTRACTOR's Equipment List
- Proposal Form 3: References
- Proposal Form 4: Non-Collusion Affidavit
- Proposal Form 5: Drug-Free Workplace
- Proposal Form 6: Independence Affidavit
- Proposal Form 7: Acknowledgment of Addenda
- Proposal Form 8: Proposal Security
- Proposal Form 9: Scrutinized Companies
- Proposal Form 10: E-Verify Affidavit
- Proposal Form 11: Public Entity Crimes
- Proposal Form 12: Certification to Accuracy of Proposal
- Proposal Form 13: Noncoercive Affidavit
- Proposal Form 14: Entities Of Foreign Countries Of Concern
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Subcontractors List
- Exhibit D: Transition Plan (**Not Applicable**)
- Statement of Financial Stability

E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project (does or does not) meet the City Code definition of a public works project.

F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).

- Exhibit A: Certificate of Insurance
- Exhibit E: Performance & Payment Security

2.9 Submittal, Receipt and Opening of Proposals

A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

B. The official clock at City Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.

- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.
- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all proposals;
 - 2. Waive any informality in a proposal;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
 - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - 3. In the event of a sole proposal, reject the sole proposal.

2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.19 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY, proof of insurance as required herein.

2.20 Protest Procedures

- A. **Standing:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. A Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.
- C. **Content and filing:** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check and shall be in the amount specified in the sealed competitive method documents.
- E. **Protest Committee:** The protest committee shall review all protests. The City

Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

- F. **Stay of Award:** In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. **Appeals to City Commission:** Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- H. **Failure to file protest.** Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee

or to the City Commission, during any public meeting relating to this RFP.

2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.22 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

2.23 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

2.27 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit (Form 12), attesting that vendor does not use coercion for labor or services.

2.28 Entities of Foreign Countries of Concern

Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is included as Form14 attached hereto. The CITY reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
 - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
 - 6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.

7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. ****

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top-ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
 1. PROPOSER's financial ability to perform the services described in the Agreement.

2. Qualifications of the PROPOSER's personnel and equipment, including the type, quality, and quantity of equipment currently owned by the PROPOSER to be utilized to perform the services/category chosen pursuant to this RFP and Agreement.
 3. PROPOSER's experience and performance on comparable contracts in providing the category(s) chosen for government agencies/facilities with infrastructure similar in scope, size, and complexity as those owned and managed by the CITY.
 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.
- E. Prohibition against considering social, political, or ideological interests in government contracting," prohibits state and local government entities from requesting or considering a vendor's social, political, or ideological interests when soliciting bids or awarding contracts.

3.6 Award

Following notification of the firm(s) selected, the City Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. PROPOSER's financial ability to perform the services described in the Agreement.				
B. Qualifications of the PROPOSER's personnel and equipment, including the type, quality, and quantity of equipment currently owned by the PROPOSER to be utilized to perform the services/category chosen pursuant to this RFP and Agreement.				
C. PROPOSER's experience and performance on comparable contracts in providing the services requested that is similar in scope, size and complexity as the work outlined in the RFP.				
D. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4
PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the City Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the City Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.
- B. The proposal security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. The bond shall be issued by a Florida resident agent.

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PROPOSAL COVER SHEET
 City of Weston
 Indian Trace Development District
 Bonaventure Development District

RFP No. 2026-08

GENERAL MAINTENANCE AND REPAIR SERVICES
 PAINTING
 CONSTRUCTION TRADES
 CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
 IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

Proposal Submitted by:

Name of Proposer		
Name of Principal Contact		
Address		
City	State	Zip Code
Phone Number	Fax Number	
Email Address		

Category(s) Chosen (mark all that apply):

- Painting
- Construction Trades
- Canopy Structures Inspection/Install/Repair
- Irrigation Pump & Lift Stations Electrical Install/Repair

Signature of PROPOSER Date

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____
B. _____
C. _____
D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title
- B. Years of experience with:
 - This company
 - Other similar companies
- C. Education:
 - Degree(s)
 - Year and specialization

 - Certificates
 - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST (Not Applicable for this RFP)

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or leased.

Item#	Title or Description of Equipment	Quantity	Owned/Leased	Age
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				

FORM 3

REFERENCES

PROPOSERS shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's References.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000>)

Solicitation Title: _____

Name of PROPOSER: _____

Bid/RFP/RFQ No: _____ Opening Date: _____

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (Person): _____

2. Name of Firm/Agency: _____

3. Title/Position: _____

4. Email Address: _____ Phone #: _____

5. What type of work or service has the PROPOSER performed for you or your agency and when?
Description of Work/Title of Project

	Approximate Completion (Month/Year)
--	--

6. What was the approximate contract value of this work? _____
7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the PROPOSER meet the expectations and needs of the project? Yes No

9. Was the PROPOSER generally responsive to your requests? Yes No

10. Is there anything else you wish to let us know about this PROPOSER?

Signature of Reference: _____ Date: _____

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, PROPOSER that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

_____ does:
(Name of PROPOSER)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 13

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by

_____ as _____.
(Name of person acknowledging) *(Title)*

for _____.
(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____
Type of identification Produced _____

AGREEMENT DOCUMENTS

The Agreement located in this Section for General Maintenance and Repair Services: Painting Construction Trades Canopy Structures Inspection/Install/Repair Irrigation Pump & Lift Stations Electrical Install/Repair, within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

GENERAL MAINTENANCE AND REPAIR SERVICES
PAINTING
CONSTRUCTION TRADES
CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

RFP No. 2026-08

CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

GENERAL MAINTENANCE AND REPAIR SERVICES
PAINTING
CONSTRUCTION TRADES
CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR
IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR
RFP NO. 2026-08

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

AND

FOR
GENERAL MAINTENANCE AND REPAIR SERVICES

RFP NO. 2026-08

This Agreement is made and entered into the ____ day of _____, 2026 among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and _____ ("CONTRACTOR") for General Maintenance and Repair Services: _____. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan (**Not Applicable**)
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for General Maintenance and Repair Services: _____; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of proposals for the General Maintenance and Repair Services: _____ and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER _____; and

WHEREAS, CITY Commission has selected CONTRACTOR for General Maintenance and Repair Services:
_____ at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until August 31, 2031, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 2

SCOPE OF WORK

2.1 Scope of Work

The CONTRACTOR shall provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for miscellaneous maintenance and repair services on an ongoing, or as needed basis, and at the sole discretion of the CITY, in the following categories of work and services:

1. Painting
2. Construction Trades
3. Canopy Structures Inspection/Install/Repair
4. Irrigation Pump & Lift Stations Electrical Install/Repair

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity and sediment control, and regulatory permitting, as needed.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

The CONTRACTOR is responsible for planning, executing, overseeing, and inspecting projects and CITY assigned tasks. Their responsibility extends from the start of the project to the project's finish, irrespective of its scope.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.

2.2 Painting Category

A. The CONTRACTOR shall be responsible for all aspects of the painting/coating of the CITY assets and infrastructure stated and referenced herein. The work includes, but is not limited to the examination, surface preparation, coating application, and warranty to paint/cost the following structures, amenities and items on a scheduled basis over the term of the Agreement. Work includes but is not limited to the painting of the following CITY infrastructure, facilities and assets:

1. Bridges (See Appendix 1 for more details)
2. Buildings (See Appendix 2 for more details)
3. Bus Shelters (See Appendix 3 for more details)
4. Fences/Gates/Railings (See Appendix 4 for more details)

5. Monuments (See Appendix 5 for more details)
6. Outdoor Park Amenities (See Appendix 6 for more details)
7. Park Shade Structures (See Appendix 7 for more details)
8. Parking Canopies (See Appendix 8 for more details)
9. Street Traffic Signposts (See Appendix 9 for more details)
10. Other miscellaneous items

B. General Painting Specifications: All work shall be done in accordance with the paint manufacturers specification for each product used. Below are general specifications that shall be used for the project(s).

1. Examination: The CONTRACTOR shall examine all substrates prior to application and report any structural or significant deficiencies to the CITY. Do not proceed with work until all unsatisfactory conditions identified have been corrected. As part of the examination, the CONTRACTOR shall inspect all surfaces for proper installation the applicable surface preparation products specifications including but not limited to primers, putty, caulking as required.
2. Surface Conditions: Proper adhesion is vital to the success of the system and is dependent upon the quality of the substrate to which the new coating system is being applied. For proper adhesion, all surfaces to be coated must be cleaned and free from dirt, mildew, mold, algae, grease, oil, and any loose, powdery, chalky residues and other conditions identified in the product(s) surface preparation specification, that can inhibit poor bonding and adhesion. Each surface shall be cleaned and prepared as specified. The CONTRACTOR is responsible for the finish of the work. Any surface found to be unsuitable to produce a proper paint or sealant finish, the CITY shall be noticed in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory.
3. Surface Preparation: Existing painted surfaces to be painted shall be tested for system adhesion. If the existing system is found not to be adhered to the substrate sufficiently, the existing paint shall be removed before the new paint is applied. The CONTRACTOR shall feather sand to obtain smooth edges, spot prime and let dry. All previously painted surfaces to receive new paint shall be prepared to have a "like new" finish after the new paint is applied and has cured.
 - a) Interior Cleaning: Wash substrates with a good grease cutting detergent as approved by the CITY and wipe dry. Make sure all grease, oil, etc. has been removed.
 - b) Exterior Cleaning: All exterior surfaces to be painted shall be properly pressure cleaned to remove dirt, mildew, chalked paint, and foreign materials. All exterior surfaces to be painted shall be water blasted at 2000 PSI or more depending upon substrate conditions with a 1-part bleach mix to 3 parts water solution (as applicable). The solution shall remain on surface for half-an-hour and then thoroughly rinsed with clean water. If any dirt remains, wash with non-sudsing detergent. Rinse thorough and allow surface to dry before painting.

- C. Cracks: All cracks less than 1/16" shall be filled with brush grade sealant and the edges feathered to ensure uniform surface. All stucco cracks greater than 1/16" shall be tooled out to form a V shape. Completely fill all cracks with a urethane sealant to cover a depth of 1/16" then feathered to blend with the surrounding areas as closely as possible.
- D. Caulking: Seal all perimeter joints, decorative trim and all other areas where water intrusion may result as needed. Tool after application to match surrounding surfaces. CONTRACTOR shall employ the high quality caulking with the properties to match the applicable situation. Where applicable Loxon H1 One Component Low Modulus Hybrid Sealant or equal shall be used. Where called for Dymonic 100 is a single-component, medium modulus, non-sag polyurethane sealant shall be used.
- E. Protection of Non-Substrate Surfaces and Areas: The CONTRACTOR is responsible for the protection of all surfaces, equipment, vehicles and areas (including passing vehicles where applicable) adjacent to or in the vicinity of the work, from over painting and overspray with applicable means and methods. This shall be included in the prices stated in the Price Schedule.
- F. Coating Application: The CONTRACTOR shall check to verify that the coating is if proper color. Proper measures shall be taken to ensure surroundings areas are properly protected by any appropriate means. The CONTRACTOR shall ensure any vehicles, boats, etc., are parked sufficiently distant, or are covered, so there are no splatter or drips.
 - 1. Do not coat in high winds or if rain is imminent.
 - 2. Use and maintain quality installation tools such as brushes, rollers, airless sprayer tops, etc.
 - 3. All coating shall be applied to specific dry film thickness indicated by the paint manufacture of the product being applied.
 - 4. All coatings shall be applied to full opacity without runs, sages, pinholes, lap marks, etc.
 - 5. A second topcoat of material shall be applied to all substrates where necessary to obtain complete hiding.
- G. CITY Bronze Seals: CONTRACTOR shall provide a price in the Price Schedule for the restoration/resurfacing of CITY Bronze Seals that are installed throughout the CITY in monument signs and exterior walls on some CITY Buildings. CONTRACTOR shall assume that these seal are approximately 10" in diameter and installed at height no greater than 12 feet above ground.



H. Standard Default Paint and Coating Systems: Unless otherwise specified, the following applies:

1. Exterior Concrete/Stucco: Loxon Concrete & Masonry Primer/Sealer or equal; High-Performance Topcoats: Emerald® Exterior Acrylic. All by Sherwin Williams (SW) or equal products from Benjamin Moore (BM). CONTRACTOR shall obtain approval from CITY on the type of finish prior to start of work.

If a product of lesser quality is approved by the CITY prior to a work task, CONTRACTOR shall provide a credit to the CITY based on the difference in wholesale price of the materials.

2. Metal Surfaces: Scuff, sand and grind metal areas and apply metal filler as needed. Wash metal surfaces with solvents thoroughly prior to coating application.

Primer: Industrial Pro-Cryl Universal Acrylic Primer; Topcoat – Sher-Cryl™ HPA an ambient cured, one component acrylic coating. By Sherwin Williams.

I. Periodic and Final Cleanup: Upon completion of the work and before acceptance and final payment is made, the CONTRACTOR shall clean and remove from the premises surplus and discarded materials, rubbish, and temporary structures.

1. All properties, public, and private, which has been damaged during the execution of the work shall be restored in an acceptance manner and the CONTRACTOR shall leave the work area in a neat and presentable condition.
2. All buildings and grounds shall be left in the same or better state of cleanliness as was found before job commenced. The CONTRACTOR shall schedule periodic cleaning to keep worksite and adjacent properties free from accumulations of waste materials, rubbish, or any debris resulting from the painting process.
3. The CONTRACTOR shall leave all worksites in a neat orderly fashion at the end of each workday.

[THIS SPACE INTENTIONALLY LEFT BLANK]

J. Paint Codes: Paint Codes are provided, as follows:

Table 2.2. (J) – Existing Painting Code of Some CITY Facilities

Facility	Paint Code 1	Paint Code 2	Paint Code 3	Paint Code 4
City Hall	1102 - (Trim)	OC - 34 (Body)	HC - 33 (Columns 1,2,3 and monument)	
ASC	SW-7715 POWDERY TAN (Main Body) Exterior ACCENT COLOR	SW-7711 PUEBLO Exterior Wall	SW-7713 TAWNY TAN Exterior Wall	SW 7036 ACCESSIBLE BEIGE EGG SHELL (Interior)
Public Works Services	Exterior Wall Field Color: Benjamin Moore- Marble White- OC 34	Exterior Wall Accent Color: Benjamin Moore- Boardwalk- 1102	Field Interior Wall: Sherwin Williams SW 7009 Pearly White	Door/Trim: Sherwin Williams SW 7658 Gray Clouds
Police Services	Exterior Wall Field Color: Benjamin Moore- Marble White- OC 34	Exterior Wall Accent Color: Benjamin Moore- Boardwalk- 1102	(Interior - Benjamin Moore -939 Royal Silk- Eggshell)	
Fire Station 55,67, & 81	Exterior Wall Field Color: Benjamin Moore- Marble White- OC 34	Exterior Wall Accent Color: Benjamin Moore- Boardwalk- 1102	Rolling Doors: Benjamin Moore Heritage Red E- 25 Exterior Ready	
CITY Monuments	Boardwalk 1102 - (Trim)	Marble White OC - 34 (Body/Base)		
Bus Shelters	RAL 6020 - Chrome Green - Structure	RAL - Pastel Green - Palm Fronds		
Indian Tr. Park, Peace Moun Park & Bonaventure Park restrooms	1102 - (Trim)	OC - 34 (Body)		
US 27 Fire Wells	B50 WZ 1 (6401- 15325) Off white primer	B54 R 158 (6403- 84178) Safety Red		
Street Signs (All)	Matthews Paint (MP 02250)			

K. Bus Shetler Painting

1. Bus Shelter paint includes the interior and exterior surfaces of the entire shelter structure, bollards, trash can, bench and bike rack. This includes the metal roof & ceiling panels, roof framing, supports, decorative designs posts.
2. Includes the normal preparation of pressure washing, also chemically treat and abrasive sweep blast surfaces thoroughly prior to coating application.
3. Surface preparation - remove surface irregularities by sanding structure and power grinding rust areas to produce a uniform surface. Wash all metal surfaces with solvents to clean thoroughly.
4. Cover excluded surfaces to protect with paper, plastic, and drop cloths. Install barrier sections of scaffolding with a protective fabric sheeting around perimeter of bus shelter.
5. Coatings: Shall be electrostatically applied. PPG. products prime with AMERLOCK 2 / SIGMACOVER 2, two-component epoxy, high solids epoxy coating. Apply 2 coats of PXS 700 tow-component, engineered siloxane coating high gloss finish.

L. Park Shade Structures and Canopy Frames

1. Canopy and Shade Structure posts painting includes the exterior surfaces of entire the supporting structure.
2. Metal Park light post and other metal light posts post painting includes the exterior surfaces of the structure. Attention must be paid to not painting over name plate or other manufacturer information such as warning or caution information.
3. Includes the normal preparation of pressure washing, also chemically treat and abrasive sweep blast surfaces thoroughly prior to coating application.
4. Surface preparation - remove surface irregularities by sanding structure and power grinding rust areas to produce a uniform surface. Wash all metal surfaces with solvents to clean thoroughly.
5. Cover excluded surfaces to protect with paper, plastic, and drop cloths. Install barrier sections of scaffolding with a protective fabric sheeting around perimeter of bus shelter.
6. Shade Structures with Fabric Covering (Typical): CONTRACTOR shall refinish shade cover frames as identified. CONTRACTOR shall remove the existing shade cover fabrics, store them in the locations provided by the CITY for later reinstallation by the CONTRACTOR. CONTRACTOR shall prep metal surface by grinding/sanding surface rust where applicable, treating areas with rust with a rust inhibitor and sealer before priming and painting the structure to a color that matches the existing frame color approved by the CITY.

CONTRACTOR where applicable shall replace existing hardware with stainless steel replacement hardware. Such frame hardware and other frame supplies shall be paid from the Allowance for materials and shall be limited to a markup of 5%. CONTRACTOR shall supply invoices for reimbursement.

Surfaces to be painted are all posts/columns, corner and center connectors, tubes and couplings that make up the upper frame. Once completed, CONTRACTOR will then re-install the fabric shade cover onto the newly shade cover frames.

7. Coatings:

a) For Canopy posts and frames: Paint shall be electrostatically applied using PPG

products. Prime with AMERLOCK 2 / SIGMACOVER 2, two-component epoxy, high solids epoxy coating. Apply 2 coats of PXS 700 two-component, engineered siloxane coating high gloss finish.

- b) For Park Fabric Shade Structures and Pavillion (Picnic) Structures: CONTRACTOR shall provide pricing for the two application options, electrostatic as described in 7(a) above and rolling/brush application using a Direct-To-Metal (DTM), a category of high-performance coatings designed to bond directly to metal surfaces, combining primer and topcoat properties for rust inhibition and durability in one product, Metalastic DTM Enamel by Sherwin Williams.

8. Annual Rust Spot Treatment: The CONTRACTOR shall annually perform spot rust treatments to metal frames, posts, shelters and other metal surfaces. Periodic rust treatment for metal shade structures involves regular inspections, cleaning with mild detergent, mechanical removal of loose rust (wire brush, sander), applying rust converters or inhibitors, and then priming and repainting with a suitable protective coating like galvanized paint or powder coat for long-term protection, focusing on timely repairs of scratches to maintain moisture barriers.

- a) Annually Inspect and check posts and members for any signs of rust, even small spots.
- b) Clean: Remove dirt, grease, and loose debris from the post with soap, water, and a brush. For deep rust, use a wire brush, orbital sander, or chemical rust removers like phosphoric acid-based products or Evapo-Rust or equal.
- c) Apply Protective Coatings: Prime: Apply a rust-inhibiting primer, such as an epoxy primer or one designed for rusted surfaces or other product recommended by the CONTRACTOR. Apply a durable, non-porous paint, enamel, or polyurethane coating to seal out oxygen and water.
- d) CONTRACTOR shall provide an hourly price for the labor, small tools, ladders, etc. to accomplish annually rust spot inspection and treatment. It shall be assumed that the structures within a 15 feet height reach. CONTRACTOR shall invoice for materials to be reimbursed by CITY. Prior approval shall be obtained, and mark ups shall not exceed 5% of the wholesale price. For structures beyond the reach of 15 Ft, additional equipment such as lifts, etc. needs to be performed the work shall be reimbursed to the CONTRACTOR at the same as above.

2.3 Traffic Signposts (Painting)

In addition to the requirement stated in Section 2.2, Paint Category, the following shall apply to the painting/coating of traffic signposts.

- A. The CITY's has approximately 2,505 traffic signs. A GIS [map](#) of the CITY traffic signs is accessible at:

<https://portal.westonfl.org/portal/home/webmap/viewer.html?webmap=cffdf4abfb494456bf2c65c3247fe197>.

The red dots on the map represents traffic signposts. The map is dynamic with zoom and pan capability for greater or less location details. Clicking on a red dot, provides additional information on the selected traffic signpost.

- 2.4 The scope of work includes the repainting of the aluminum traffic signposts and the attached components such as collars and sign backer plates (excludes the actual reflective sign itself, known herein as the sign blade). Work is planned to occur in phases over multiple years, starting with the oldest signs installed in 2010.
- A. Work Orders for signpost re-painting shall be issued for a minimum batch of 500 signposts for each work order.
 - B. CONTRACTOR shall complete the painting of each Work Order of 500 signpost within one hundred and twenty calendar (120) days from the Notice to Proceed or issuance of Work Order.
 - C. During work (CONTRACTOR shall keep the following regulatory signs (that give notice of traffic laws or regulations, https://mutcd.fhwa.dot.gov/pdfs/11th_Edition/Chapter2b.pdf) visible and uncovered. E.g. Stop Signs, Speed Limit Signs, Do Not Enter or Wrong Way Signs, Yield Signs, One Way Signs, etc.
 - D. The traffic signs in 2.3.1 above are located within the CITY's rights-of-way. There are other traffic signposts included in the scope of work that are in CITY parking lots.
 - E. At specific locations within the right-of-way, where the CONTRACTOR or CITY requires additional maintenance of traffic, the CONTRACTOR shall notify the CITY and obtain approval of additional MOT costs. CONTRACTOR shall be reimbursed for direct costs only. No markup on this additional MOT shall be allowed.
 - F. CONTRACTOR shall prevent and be responsible for all damages to passing vehicles due over spraying. Claims of overspray onto private vehicles shall be withheld from payment to CONTRACTOR until the CONTRACTOR shows proof of settlement or release from claimant.
 - G. The signposts are made of aluminum (see standard detail) and originally shop powder coated #9411-8040 Quaker Bronze by TCI Power Coatings
 - H. CONTRACTOR shall utilize Matthews paint system (matthewspaint.com) or approved equal to re-coat signposts (which includes attached backing plates and collars) that provides a long lasting, UV resistant finish that has color and gloss retention.
 - I. CONTRACTOR shall warranty the work for three (3) years from color fading and chalking.
 - J. Application method shall be spraying.
 - K. Proper substrate preparation is critical for proper paint adhesion in any sign application. Metal pretreatment is required to etch and properly prepared metal surface to provide outstanding paint adhesion and corrosion resistance. CONTRACTOR shall utilize Matthews Conventional Primers (or approved equal) and recommended associated products.
 - L. CONTRACTOR shall apply a topcoat, Matthews Acrylic Polyurethane Satin MAP, color: Alton Brown (MP02250) (or approved equal) and follow directions as specified by manufacturer.
 - M. If requested by the CITY, CONTRACTOR shall apply a clear coat, Matthews Acrylic Polyurethane Satin MAP (or approved equal) and follow directions as specified by manufacturer.

- N. Small Repairs and Welding of Signpost collars. The CONTRACTOR shall be responsible for small repairs to signposts prior to painting.
1. Small repairs include fixing collar sections and moldings on signposts by spots welding. Repairs shall include supplying and re-welding/welding and of missing pieces. See Appendix 9 for photo of typical damage. Painting costs shall be considered to be in the overall signpost painting item in the Price Schedule.
 2. For the damaged or missing 19" longer signpost base, the manufacturing and field welding shall be done on a time and materials basis. CITY approval of the cost estimate shall be obtained before start of work. Painting costs shall be considered to be in the overall signpost painting item in the Price Schedule.
- O. Installation/Replacement of decorative "W"s. CONTRACTOR shall install/replace "W" on signposts where missing or damaged. Acrylic W shall be supplied by the CITY to the Contractor. CONTRACTOR shall be responsible to install the "W" using appropriate silicone caulk adhesive. See Appendix 9.

2.5 Construction Trades Category

1. In general, the scope of work consists of General CONTRACTOR furnishing all materials, equipment, and labor to perform miscellaneous construction trade services at various locations in the City of Weston.
2. CONTRACTOR shall provide the following technicians fully capable of performing the work requested by the CITY. General laborer; Skilled Trades (Carpenter, Plumber, Electric Journeyman); Construction Foreman and Equipment Operator.
3. Allowances.
 - 1) CITY shall approve all material cost proposal including any CONTRACTOR percentage markup submitted by CONTRACTOR prior to the start of the work order or task.
 - 2) CITY reserves the right to supply the materials.
 - 3) Allowance for rental equipment (markup limited to 5% of direct rental costs)
 - 4) Allowance for Subcontractor markup limited to 5%.
 - 5) No markup on MOT costs.
 - 6) Overhead and Profit shall not exceed 10%.
4. CONTRACTOR utilize shall be qualified and licensed/certified for the applicable trades according to all local, state regulatory codes, standards, and guidelines.
5. CONTRACTOR shall furnish adequate number of technicians and materials used in performing any repairs. Cost of labor and materials shall be included in a proposal accepted by the CITY before work commences.
6. CONTRACTOR shall be responsible for the rental and operation of equipment used in performing work and shall observe all manufacturer's operation and safety requirements. CONTRACTOR shall itemize rental equipment usage fees on invoice where applicable. There shall be no markup on rental and usage fees.

7. CONTRACTOR shall be responsible for the rental and operation of equipment used in performing work and shall observe all manufacturer's operation and safety requirements. CONTRACTOR shall itemize rental equipment usage fees on invoice where applicable. There shall be no markup on rental and usage fees.
8. CONTRACTOR shall determine the need, provide all documents, plans or details required to obtain approved permits and licenses that may be required for work to commence.
 - A. CONTRACTOR shall acquire all permits and licenses and will comply with laws, and regulations whether state or federal and with all local codes and ordinances when performing work.
 - B. CONTRACTOR shall be responsible for any applicable fees associated with work requiring permits or inspections.
 - C. The CONTRACTOR shall be responsible for advising the CITY when a permit or inspection is needed.
 - D. The CONTRACTOR shall schedule all required inspections from all regulatory agencies.
 - E. The CITY shall reimburse the CONTRACTOR for all permit and applicable inspection fees (does not include fees for failed inspections and resultant remedial work). The CONTRACTOR shall itemize permit and inspection fees on invoice for reimbursement by the CITY. There shall be no mark-up applied to permit and inspection fees.
9. For Itemized Proposals:
 - A. CONTRACTOR shall document labor hours per technician performing repair and provide itemized invoice showing materials used.
 - B. Labor Rates - Labor Rates shall be provided in the Fee Schedule (Exhibit B). There shall be no special rate for overtime, holiday, night premium, or emergency response, unless specified herein or approved by the CITY in advance of the performance of work.
 - C. The calculation of labor hours shall commence at the time the technician arrives at facility and end at the time the repair and clean-up are completed. The CITY will not pay for trip charges, travel time, and fuel surcharges.
 - D. Overhead and Profit. The overhead and profit for payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work, other direct costs, and the cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, manufacturers' field services required in connection therewith, shall not exceed ten percent (10%).
 - E. Overhead and Profit – Subcontractor. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, which bids will be accepted. For such costs incurred, CONTRACTOR's overhead and profit shall not exceed seven and a half percent (7.5%). If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus

a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR's cost of the work (above), that is, shall not exceed 10%.

10. For Lump Sum Proposals. Payments to CONTRACTOR shall adhere to **paragraph 8.E.**
11. The CITY reserves the right to furnish materials and equipment or purchase materials and equipment directly from suppliers and have the CONTRACTOR utilize for services under this Agreement.
12. Responding to CITY's Request for Proposal. CONTRACTOR shall respond and acknowledge the CITY requests for proposal for work within two (2) calendar days of the request. After scope of work determination, the CONTRACTOR shall submit to the CITY a proposal within the time deadlines below. Repeated failure of the CONTRACTOR to acknowledge and provide a proposal within the deadline stated shall be considered breach of the Agreement and may result in the termination of the Agreement.
 - 1) Three (3) calendar days for Work that require direct labor only using technicians listed or similar in the Fee Schedule (Exhibit B)
 - 2) Seven (5) calendar days for Work estimated at a value of \$15,000 or less.
 - 3) Ten (10) calendar days for Work estimated at a value of more than \$15,000.

2.6 Canopy Structures Inspection/Install/Removal/Repair Category

1. In general, the scope of work consists of furnishing all materials, equipment, and labor necessary for the repair, removal, and installation of various types of canopies and pavilions Citywide. The Work shall include, but not be limited to, the following:
 1. Tightening of shade fabrics.
 2. Accessing and inspect the inside of the EZ slide tension systems.
 3. Lubricate the EZ slide systems as needed.
 4. Replace any hardware (steel cable, clamps, stainless steel screws/bolts, endcaps, etc.) as needed.
 5. Replace, remove and/or install shade fabrics and shade structure, if needed.
 6. Hourly fee emergency removal and re-installation of (canvas type material) canopy covering. Similar in weight to existing City Hall canopy fabric (as opposed to the typical shade structure's thin fabric). For this, the hourly fee shall include labor, truck, ladders and small tools only. If a canopy fabric is more than 25 ft high and requires a bucket truck or other specialized lift equipment, direct costs for such items fall under Material, Equipment Allowance.
 7. Replace and/or re-tighten canopy structure anchor bolts onto footers.
 8. Removal of existing shade covers/awnings, disposal of old cover, cleaning of existing frame, removal of dirt and grime build up.
 9. Fabricate and install steel column bases and beams in parks pavilions.

For all work performed during business hours, the CONTRACTOR shall provide all necessary barricades, signs, or other safety equipment for work areas as necessary to avoid any unnecessary disruption or accidents.

2. Irrigation Pump Stations & Lift Stations Electrical Install/Repair Category

1) **Irrigation Pump Stations:**

A. Generally, work shall include, but not be limited to, repair and/or replacement of various irrigation pumps, motors, controls and related electrical equipment. Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner, in accordance with industry standards, and meet the requirement of all applicable Local, State, Federal and safety regulations.

B. Scope of Work. The CITY currently has 33 Irrigation Pumps Stations citywide. Map can be accessed at <https://portal.westonfl.org/portal/apps/mapviewer/index.html?webmap=8b627ee1c9e94964a3568c0c9b10dd0e>. Work shall include, but not be limited to, the following:

1. Testing and repairing VFD pumps, pump motors, and pump station NEMA starters and VFD control panels.
2. Readings of pump hours
3. Testing and calibrating flow meters and pressure switches.
4. Installation of new Pumps/ Conversion of old Pumps.
5. Rewinding pump motors.
6. Replacing pump station components.
7. Testing and repairing electrical warning systems, sensors and system overrides.
8. Troubleshooting and repairing motor phase failure, phase imbalance and low voltage protection systems.

C. Work shall be completed on a Time and Material basis as outlined herein:

1. Service - hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked).
2. Materials shall be furnished by the CONTRACTOR, as approved by the CITY. The CITY reserves the right to supply CONTRACTOR with replacement parts and materials, at its discretion.

D. Definition of Rates (Applies to both Pump Station and Lift Station Services)

1. Standard Rate: Hourly rate, per person, for work requested and completed during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding CITY recognized holidays.
2. Overtime Rate: The hourly compensation rate paid for actual time worked between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday and weekends.

3. Emergency/Holiday Rate: The hourly compensation rate shall for actual time worked for emergency services and during CITY County recognized holidays.

2) **Wastewater Lift Stations:**

A. Generally, work shall include, but not be limited to, troubleshooting, repair and/or replacement of various electrical and control components at the CITY's wastewater (sanitary sewer) lift stations. Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner, in accordance with industry standards, and meet the requirement of all applicable Local, State, Federal and safety regulations.

B. Scope of Work: The CITY currently has 70 lift stations spread across the CITY's Indian Trace Development District (ITDD). A map of these locations is shown below and also can be accessed at:

<https://portal.westonfl.org/portal/apps/mapviewer/index.html?webmap=8b627ee1c9e94964a3568c0c9b10dd0e>

C. Work shall include, but not be limited to, the following:

Annual electrical inspection to include testing and recording of motor full load amperage and voltage per phase, motor internal resistance (meg ohm), grounding resistance of panels, power supply voltage between phases and to ground. Document condition and suggest repairs if needed to water level sensors, backup control floats, circuit breakers, power monitors, relays and other electrical components.

Corrective repair work to resolve electrical failures at pump station to include troubleshooting, repairs and replacement of electrical components such as circuit breakers, contactors, phase monitors, fuses, relays, alarm indicators, and electrical connections.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 3

STANDARDS OF WORK

3.1 Standards

A. Supervision and Responsibility

The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

B. Uniforms

CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

C. Vehicles

CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.

D. Equipment Safety

CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

E. Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

F. Damages

The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public.

All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.

- G. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

3.2 Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 2.

3.3 Level of Service

- A. The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time other than specified herein. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.
- B. Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Where applicable, payment shall be made for each task, based upon the rates or fee structure as stated in the Fee Schedule (Exhibit B), as amended from time to time. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.
- C. Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their proposal for a task or work order. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.
- D. Photographs: The CONTRACTOR shall take photographs (or videos if applicable) of the jobsite prior to start of assigned work. The CITY may request that pre-work photographs be submittal with the CONTRACTOR's invoice or pay application.
- E. Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.
- F. The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.

- G. The CONTRACTOR shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- H. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.
- I. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.
- J. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.
- K. The CONTRACTOR shall maintain a clean and safe work environment. This is the CONTRACTOR responsibility.
- L. The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.
- M. At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

3.4 Liquidated Damages

If, in the opinion of the CITY Manager there has been a breach of Agreement, the CITY Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in this Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

For Work where a completion date or duration of time for work has been established in the written Notice to Proceed or in the CONTRACTOR's proposal attached to the CITY's purchase order, the CONTRACTOR shall pay to the CITY liquidated damages of \$50 for each calendar day after time or duration specified in Notice to Proceed or CONTRACTOR's proposal.

3.5 Work Order Completion Information Input

The CITY uses, Cityworks® (aka Trimble Unity), a work order management software. The CONTRACTOR shall be responsible to provide information for completed work assigned to the CONTRACTOR issued by the CITY using this software. The typical information or Work Order completion data required includes but is not limited to: description of service or work, date completed, CITY RFP or Bid #, work location, work cost, and the CITY asset (park, building, street, pump, etc.) worked on. Where applicable, the Work Order completion information shall be entered into the software's CONTRACTOR portal by the CONTRACTOR no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's work order management software, if requested by the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent CONTRACTOR and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State, and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Relationship Contact (Point of Contact)

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.5 Experience

The CONTRACTOR shall have experience as stated in the Notice to Proposers.

4.6 Safety of Persons and Property

A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees at the Project site and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and

3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
 - C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.
 - F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

4.7 Performance Evaluation

The CONTRACTOR shall meet with the CITY at least annually to review CONTRACTOR'S performance. Instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

4.8 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and

protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.9 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.10 Exclusivity

CITY reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.11 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

(NOTE: Sections following Sections (4.12 through 4.26) are required in the Agreement for work to be eligible for FEMA reimbursement)

4.12 Compliance With Code of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CRF may be obtained by visiting the following website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A. Requirements for CONTRACTOR Compliance

1. CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the

CFR, §200.318, General Procurement Standards.

2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbda.gov/>.

- 4.13 Section 4.12 through 4.26 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.13 through Section 4.26 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.14 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.15 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.15(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.15(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.15(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.15(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.15(A) through (D) of this section.

4.16 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.17 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.18 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (PROPOSER) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.19 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.

4.20 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.21 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.22 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.23 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.24 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.26 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5

STANDARDS OF LABOR AND EQUIPMENT

5.1 General

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, supplies, tools, safety measures, maintenance of traffic and services required to perform services as specified herein.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT) unless otherwise specified.

5.2 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement

5.3 Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR'S discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided herein.

5.4 Equipment

A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment

unless authorized by CITY. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

5.5 Supervision and Responsibility of CONTRACTOR

The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY.

CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

- A. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.
- B. Supervisor – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.
- C. Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.
- D. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.
- E. Maintenance of Traffic – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.

- F. Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

The following specific insurance coverages apply or do not apply to this solicitation:

- Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.

- Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

- Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

- Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors. The CONTRACTOR shall review subcontractors' insurance policies for accuracy, completeness and sufficiency.

- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

- Professional Liability: CONTRACTOR shall maintain Professional Liability insurance for both the CONTRACTOR and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONTRACTOR shall obtain, at CONTRACTOR 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
- Builders’ Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.
- Builders’ Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders’ Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY a performance and payment bond, for the respective category, as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project. The Performance and Payment bond amounts per category, shall be as follows:

Category	Bond Amount
Painting	\$150,000
Construction Trades	\$150,000
Canopy Structures Inspection/Install/Repair	\$150,000
Irrigation Pump & Lift Stations Electrical Install/Repair	\$100,000

Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

7. The bond shall be issued by a Florida resident agent.
 8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a

manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2027, and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale

of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that

products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.
- C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
 4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
 City of Weston
 17200 Royal Palm Boulevard
 Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
 City Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 200 East Broward Boulevard, Suite 1900
 Fort Lauderdale, FL 33301

CONTRACTOR: _____

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.

- M. **Applicable Law and Venue: Attorney's Fees and Costs:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 9
SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2026-08 FOR GENERAL MAINTENANCE AND REPAIR SERVICES: _____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

____ day of _____, 2026

ATTEST:

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

____ day of _____, 2026

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2026-08 FOR GENERAL MAINTENANCE AND REPAIR SERVICES: _____.

INDIAN TRACE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

____ day of _____, 2026

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

____ day of _____, 2026

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2026-08 FOR GENERAL MAINTENANCE AND REPAIR SERVICES: _____.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

____ day of _____, 2026

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

____ day of _____, 2026

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____
FOR RFP NO. 2026-08 FOR GENERAL MAINTENANCE AND REPAIR SERVICES: _____.

CONTRACTOR:

By: _____

_____ day of _____, 2026

SECTION 10

EXHIBITS FORMS

With exception to Exhibit B, Fee Schedule (which is to be submitted as part of proposal) the Exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement, at the time specified herein.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A

CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B

FEE SCHEDULE: PAINTING GATEGORY:

The quantities listed are estimates only and the total expenditures will be based on the City’s need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following pricing to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for maintenance and repair services as outlined in the contract documents to perform the scope of services. Pricing shall be all inclusive. **The CONTRACTOR shall field verify all measurements prior to submitting price in price proposal.** The minimum amounts/quantity indicates the least amount of work per Work Order or task.

PROPOSERS may download Exhibit B, in its entirety, in an Excel format by visiting the site/link below. **A hard copy original set of documents is still required.** However, pricing may be submitted in Excel format on a flash drive, in addition to a hard copy original set of documents. In case of differences between Excel format and hard copy original, pricing information noted on original hard copy documents shall prevail. Link to Excel format: [RFP 2026-08 Fee Schedule Tables-Groups A thru J.xlsx](#)

1.	Bridges (See Appendix 1 for more details)
2.	Buildings (See Appendix 2 for more details)
3.	Bus Shelters (See Appendix 3 for more details)
4.	Fences/Gates/Railings (See Appendix 4 for more details)
5.	Monuments (See Appendix 5 for more details)

6.	Outdoor Park Amenities (See Appendix 6 for more details)
7.	Park Shade Structures (See Appendix 7 for more details)
8.	Parking Canopies (See Appendix 8 for more details)
9.	Street Traffic Signposts (See Appendix 9 for more details)

BRIDGES (See Appendix 1)					
ITEM NO.	DESCRIPTION	BRIDGE NO.	LOCATION	UOM	PRICE
A1	Bridge Parapet	864050	Royal Palm Boulevard Eastbound - Between Weston Rd and Windmill Ranch Rd	LS	
A2	Bridge Parapet	864051	Royal Palm Boulevard Westbound - Between Weston Rd and Windmill Ranch Rd	LS	
A3	Bridge Parapet & Underpass	864092	Royal Palm Boulevard Eastbound - Between Town Center Blvd & Island Way	LS	
A4	Bridge Parapet & Underpass	864093	Royal Palm Boulevard Westbound - Between Town Center Blvd & Island Way	LS	
A5	Bridge Parapet & Underpass	864094	Indian Trace Eastbound - Catalina Dr & Tequesta Trace	LS	
A6	Bridge Parapet & Underpass	864095	Indian Trace Westbound - Catalina Dr & Tequesta Trace	LS	
A7	Bridge Parapet	864104	Bonaventure Blvd & Griffin Rd	LS	
A8	Bridge Parapet	864108	Weston Rd at Griffin Rd	LS	
Bridge Painting Sub-total (Subtotal A1 thru A8):					

A9	Surface area/sq ft for painting bridge additional surfaces	Varies	As Directed by City (minimum 200 sq ft)	SQ FT	
----	--	--------	---	-------	--

BUILDINGS (See Appendix 2)					
ITEM NO.	FACILITY NAME	DESCRIPTION	LOCATION	UOM	PRICE
B1	Administrative Service Center	Office	17250 Royal Palm Blvd	LS	
B2	City Hall	Office	17200 Royal Palm Blvd	LS	
B3	Community Center	Office	20200 Saddle Club Road	LS	
B4	Fire Rescue Station 21	Fire Station	275 Bonaventure Blvd	LS	
B5	Fire Rescue Station 55	Fire Station	3955 Bonaventure Blvd	LS	
B6	Fire Rescue Station 67	Fire Station	951 Saddle Club Road	LS	
B7	Fire Rescue Station 81	Fire Station	17350 Royal Palm Blvd	LS	
B8	Police Services Center	Police Station	17300 Royal Palm Blvd	LS	
B9	Public Works	Offices	2599 South Post Road	LS	
B10	Bonaventure Park R.R.	Restroom small	520 Racquet Club Road	LS	
B11	Emerald Estates Park	Restroom	16400 Emerald Estates Drive	LS	
B12	Gator Run Park	Restroom	1101 Park Road	LS	
B13	Library Park	Restroom	4255 Bonaventure Blvd	LS	
B14	Peace Mound Park	Restroom small	1300 Three Village Road	LS	
B15	Tequesta Trace Park	Concession/RR 1	600 Indian Trace	LS	
B16	Tequesta Trace Park	Concession/RR 2	600 Indian Trace	LS	
B17	Tequesta Trace Park	Restroom	600 Indian Trace	LS	
B18	Tequesta Trace Park	Storage	600 Indian Trace	LS	
B19	Tequesta Trace Park	Maintenance	600 Indian Trace	LS	
B20	Tequesta Trace Park	Electrical Room	600 Indian Trace	LS	
B21	Tequesta Trace Park	Press Box	600 Indian Trace	LS	
B22	Vista Park	Concession/RR 1	18800 Vista Park Blvd	LS	
B23	Vista Park	Concession/RR 2	18800 Vista Park Blvd	LS	
B24	Vista Park	Maintenance	18800 Vista Park Blvd	LS	
B25	Weston Racquet Club	Pro Shop	16451 Racquet Club Road	LS	
B26	Weston Racquet Club	Storage Garage	16451 Racquet Club Rd	LS	
B27	Weston Regional Park	Concession A-1	20200 Saddle Club Road	LS	
B28	Weston Regional Park	Concession A-2	20200 Saddle Club Road	LS	
B29	Weston Regional Park	Restroom A-3	20200 Saddle Club Road	LS	
B30	Weston Regional Park	Concession B-1	20200 Saddle Club Road	LS	
B31	Weston Regional Park	Concession B-2	20200 Saddle Club Road	LS	
B32	Weston Regional Park	Concession B-3	20200 Saddle Club Road	LS	
B33	Weston Regional Park	Club House	20200 Saddle Club Road	LS	
B34	Weston Regional Park	Maintenance	20200 Saddle Club Road	LS	

B35	BDD Pump Station 1	Pump Station	16600 West SR 84	LS	
B36	BDD Pump Station 2	Pump Station	16800 West SR 84	LS	
B37	ITDD Pump Station 1	Pump Station	17221 Orange Drive	LS	
B38	ITDD Pump Station 2	Pump Station	19300 Orange Drive	LS	
B39	ITDD Pump Station 3	Pump Station	Access Rd (26.1305290, - 80.4252961)	LS	
Building Painting Sub-total (Subtotal B):					

BUS SHELTERS (See Appendix 3)							
ITEM NO.	DESCRIPTION	FACILITY	LOCATION	UOM	Qty	Price Per Shelter	TOTAL For 3 Shelters
C1	Bus Shelter (includes bench, trash can and bollards)	Bus Shelters (3 per year)	Various on Weston Rd	EA	3		
Bus Shelter Painting (Subtotal C):							

FENCES/GATES/RAILINGS (See Appendix 4)					
ITEM NO.	DESCRIPTION	FACILITY	LOCATION	UOM	PRICE
D1	Entrance Gate	Bonaventure Park	520 Racquet Club Rd	LS	
D2	Entrance Gate	Emerald Estate Park	16400 Emerald Estates Dr	LS	
D3	Entrance Gate	Indian Trace Park	17998 Saddle Club Rd	LS	
D4	Railings	Library Park	4255 Bonaventure Blvd	LS	
D5	Entrance Gate	Tequesta Trace Park	600 Indian Trace	LS	
D6	Access Gate	Lift Station 4	1041 Weston Rd	LS	
D7	Access Gate	Mitigation Area	Access road S. Post	LS	
D8	Entrance Gate	Peace Mound Park	1300 Three Village Rd	LS	
D9	Stairs Railing	Peace Mound Park	1300 Three Village Rd	LS	
D10	North Entrance Gate	Public Works	2599 South Post Road	LS	
D11	South Entrance Gate	Public Works	2599 South Post Road	LS	
D12	North Access Gate	ITDD Pump Station 1	17201 SW 45 th St	LS	
D13	Weston Rd Access Gate	ITDD Pump Station 1	17201 SW 45 th St	LS	
D14	Access Gate	ITDD Pump Station 2	19961 SW 45 th St	LS	
D15	Entrance Gate	Weston Regional Park	20200 Saddle Club Rd	LS	
D16	Railings	Town Center Park	1900 Bell Tower Lane	LS	
Fences/Gates/Railing Painting Sub-total (Subtotal D):					

MONUMENTS (See Appendix 5)

ITEM NO.	DESCRIPTION	FACILITY/SITE	LOCATION	UOM	PRICE
E1	Entry Columns	City Hall	17200 Royal Palm Blvd	LS	
E2	Entry Monument	City Hall/Midtown Athletic Club	17200 Royal Palm Blvd	LS	
E3	Entry Monument	Blatt Blvd/Weston Rd	199 Weston Rd	LS	
E4	Entry Monument	Emerald Estates Park	Emerald Estates Dr	LS	
E5	Entry Column	South Post/Saddle Club Roundabout	20200 Saddle Club Rd	LS	
E6	Entry Monument	Weston Rd	1345 Weston Rd	LS	
E7	Entry Monument	Bonaventure Blvd/SR84	Bonaventure Blvd/SR 84	LS	
E8	Entry Monument	Glades Pkwy/SR84	Glades Pkwy/SR 84	LS	
E9	Entry Monument	Griffin Rd/Bonaventure Blvd	4467 Bonaventure Blvd	LS	
E10	Entry Monument	Indian Trace/SW 160 Ave	16007 Indian Trace	LS	
E11	Entry Monument	Indian Trace/SR 84	Indian Trace/SR 84	LS	
E12	Entry Monument	Royal Palm Blvd/Weston Rd	2399 Weston Rd	LS	
E13	Entry Monument	Saddle Club/Weston Rd	15900 Saddle Club Rd	LS	
E14	Entry Monument	SR84/East Mall Rd	SR84/East Mall Rd	LS	
E15	Entry Monument	SR84/West Mall Rd	SR84/West Mall Rd	LS	
E16	Entry Monument	Weston Rd/Griffin Rd	4571 Weston Rd	LS	
E17	Entry Monument	Fire Rescue 81	17350 Royal Palm Blvd	LS	
E18	Entry Monument	Fire Rescue 55	3955 Bonaventure Blvd	LS	
E19	Entry Monument	Fire Rescue 67	951 Saddle Club Rd	LS	
E20	Entry Monument	Gator Run Park	1101 Park Rd	LS	
E21	Entry Monument	Heron Park	2300 Country Isles Rd	LS	
E22	Entry Monument	Indian Trace Park	17998 Saddle Club Rd	LS	
E23	Entry Monument	Library Park	4499 Bonaventure Blvd	LS	

E24	Entry Column	Library Park	4499 Bonaventure Blvd	LS	
E25	Entry Monument	Peace Mound Park	1348 Three Village Rd	LS	
E26	Entry Monument	Police Services Center	17300 Royal Palm Blvd	LS	
E27	Entry Monument	Public Works Services Center	2599 South Post Rd	LS	
E28	Entry Monument	Regional Park	20200 Saddle Club Rd	LS	
E29	Entry Monument	Tequesta Trace Park	600 Indian Trace	LS	
E30	Entry Monument	Town Center (East and West)	2098 Town Center Blvd	LS	
E31	Entry Monument	Vista Park	18800 Vista Park Blvd	LS	
E32	Entry Monument	Windmill Ranch Park	68 Wagon Way	LS	
E33	Entry Monument	Country Isles at Indian Trace	1800 Three Village Rd	LS	
E34	Entry Monument	Country Isles at Royal Palm Blvd	Royal Palm/Country Isles Rd	LS	
E35	Entry Monument	Country Isles Park	2260 Country Isles Rd	LS	
E36	Entry Monument	Eagle Point Park	100 Indian Trace	LS	
E37	Entry Monument	Bermuda/Laguna II Springs	Sunset Springs/Indian Trace	LS	
E38	Entry Monument	The Springs	1399 Catalina Dr	LS	
Monument Painting Sub-total (Subtotal E):					

Outdoor Park Amenities (See Appendix 6)					
ITEM NO.	DESCRIPTION	UOM	Qty	Unit Price	Total
F1	Bike Fixit Station	EA	8		
F2	Duo Trash/Recycling Receptacles	EA	30		
F3	Duo Water Fountains	EA	10		
F4	Slatted Park Bench	EA	30		
F5	Slatted Park Trash Case	EA	30		
F6	30' Sports or Parking Lot Light Conc. Poles	EA	40		
F7	14' Walkway Light Green Poles (Metal)	EA	40		
F8	13' Walkway Light Black Poles (Metal)	EA	40		
F9	Library Park Steel Bollards	EA	6		
F10	Miscellaneous Metal Structures (Scoreboard, Basketball Hoops, Baseball Foul Pole, etc.)	SQ FT	1,000		
F11	Skate Park (Ramp rails and all ramp structure surfaces)	LS			

	Outdoor Park Amenities (Subtotal F):	
--	---	--

Park Structures (Pavilions, Shelters, Shade, Dugouts (See Appendix 7))					
ITEM NO.	DESCRIPTION	UOM	Qty	Unit Price	Total
G1	Picnic Pavillion/Shelters, Dugouts (Metal)	SQ FT	5000		
G2	Shelters/Soft Ball Dugout (Concrete)	SQ FT	2000		
G3	Shade Structures (Metal Poles, hooks, assembly) Does not include installation of new shade fabric	SQ FT	3000		
G4	Annual Inspection ONLY to identify areas rusted areas of metal shade structures and metal shelters	HR	80		
G5	Annual treatment to spot treat and paint rusted areas of metal shade structures and metal shelters at various park locations (minimum call out 8 hours) (Does not include coating material)	HR	80		
Park Structures (Subtotal G):					

Large Canopy Structures (Parking and Stage) (See Appendix 8)					
ITEM NO.	DESCRIPTION	UOM	Qty	Unit Price	Total
H1	Regional Park Community Center Stage Canopy	EA	1		
H2	City Hall Parking Canopy	EA	1		
H3	Police Station Canopy	EA	1		
H4	Annual treatment to spot treat and paint rusted areas of Stage, City Hall and Police Canopies	HR	50		
Large Canopy Structures (Subtotal H):					

Street Traffic Signposts (See Appendix 9)					
ITEM NO.	DESCRIPTION	UOM	Qty	Unit Price	Total
11	Signpost Type A	EA	380		
12	Signpost Type B (has street names only)	EA	24		
13	Signpost Type C (has traffic signs only)	EA	2,144		
14	Signpost Type D (double post signs)	EA	124		
15	Signpost Type F	EA	50		
16	Supply and replace of 6" Signpost collars by spot welding to aluminum existing signposts. (See Sec 2.6 and Appendix 9)	EA	500		
17	Supply and replace of 8" Signpost collars by spot welding to aluminum existing signposts. (See Sec 2.6 and Appendix 9)	EA	500		
18	Miscellaneous field spot welding as needed to fix items related to signposts prior to painting	HR	100		
19	Materials allowance for signpost collars	LS	1	10,000	10,000
110	Installation for acrylic "W"s. Material provided by City (Minimum per work order 20)	EA	100		
Street Traffic Signposts (Subtotal I):					

Miscellaneous Painting Projects (includes surface prep, protection, painting, clean-up, etc. as stated in the RFP documents). Minimum Amount indicates minimum amount of Square Footage per Work Order or Task.					
ITEM NO.	DESCRIPTION	UOM	Qty	Unit Price	Total
J1	Painting of exterior building wall concrete/stucco surfaces (one story high) (750 sq ft minimum)	SQ FT	2500		
J2	Painting of exterior building wall concrete/stucco surfaces (two story high) (750 sq ft minimum)	SQ FT	2500		
J3	Painting of exterior metal surfaces such (electrostatic) (200 sq ft minimum)	SQ FT	750		
J4	Painting of exterior metal surfaces (spray/roll) (200 sq ft minimum)	SQ FT	750		
J5	Painting of interior wall surfaces (roll) with SW Premium Wall & Wood Primer and SW Super Paint Interior Acrylic Latex (500 sq ft)	SQ FT	7500		

J6	Painting of typical metal picket fences and gates (up to 8ft tall) per sq ft of over size of fence/gates (minimum 200 sq ft)	SQ FT	2000		
J7	Resurface or restoration of existing 10" brass City Seals mounted in concrete walls or monument signs	EA	1		
Miscellaneous Painting Projects (Subtotal J):					

Grand Total (A through J):	
-----------------------------------	--

Grand Total (in Words)

Name of CONTRACTOR (Please Print)

Signature **Title** **Date**

EXHIBIT B

FEE SCHEDULE: CONSTRUCTION TRADES

The quantities listed are estimates only and the total expenditures will be based on the City’s need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following pricing to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for maintenance and repair services as outlined in the contract documents to perform the scope of services. Pricing shall be all inclusive.

CONSTRUCTION TRADES RATE					
	Item Description	UOM	Est. Qty.	Unit rate	Total
1	General laborer	Hour	500		
2	Skilled Trades (Carpenter, Plumber, Electric Journeyman)	Hour	400		
3	Construction Foreman	Hour	100		
4	Equipment Operator	Hour	100		
5	Allowance for rental equipment (markup limited to 5% of rental costs)	1	1	7,500.00	7,500.00
6	Materials and Subcontractor Allowance (Subcontractor markup limited to 5%; All materials and supplies subject to approval by the CITY)	1	1	50,000.00	50,000.00
GRAND TOTAL (Items 1 through 6):					

Grand Total (in Words)

Name of CONTRACTOR (Please Print)

Signature	Title	Date
------------------	--------------	-------------

EXHIBIT B
FEE SCHEDULE: CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following pricing to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for maintenance and repair services as outlined in the contract documents to perform the scope of services. Pricing shall be all inclusive.

CANOPY STRUCTURES INSPECTION/INSTALL/REPAIR					
	Item Description	UOM	Est. Qty.	Unit rate	Total
1	Inspection of Canopy for Repairs	HR	500		
2	Canopy Repair Labor Rate	HR	400		
3	Labor Rate of emergency removal of existing canopy fabric for typical parks shade structure. (See appendix 7 for example of shade structure)	HR	100		
4	Labor Rate of re-installation of existing canopy fabric (for typical parks shade structure.)	HR	100		
5	Emergency Removal and Re-installation of covering from Existing City Hall Canopy (See appendix 8)	LS	1		
6	Emergency Removal and Re-installation of covering from Existing Police Services Center Canopy (See appendix 8)	LS	1		
7	Emergency Removal and Re-installation of covering from existing Regional Park Community Center Stage Canopy (See appendix 8)	LS	1		
8	Hourly fee emergency removal and re-installation of (canvas type canopy covering). Labor and small tools only.	HR	100		
9	Materials, equipment and subcontractor allowance (Subcontractor markup limited to 5%; All materials and supplies subject to approval by the CITY)	1	1	40,000	40,000
Grand Total (Items 1 through 9)					

Grand Total (in Words)

Name of CONTRACTOR (Please Print)

Signature

Title

Date

EXHIBIT B

FEE SCHEDULE: IRRIGATION PUMP STATION & LIFT STATIONS ELECTRICAL INSTALL/REPAIR

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following pricing to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for maintenance and repair services as outlined in the contract documents to perform the scope of services. Pricing shall be all inclusive.

LARGE IRRIGATION PUMP & LIFT STATIONS ELECTRICAL INSTALL/REPAIR					
No.	Item Description	UOM	Est. Qty.	Unit rate	Total
1	Reading of Irrigation Pumps Hours	HR	30		
2	Standard Rate for Repair/Install Services	HR	200		
3	Overtime Rate for Irrigation Pump Repair/Install Services	HR	30		
4	Emergency/Holiday Rate for Irrigation Pump Repair/Install Services	HR	30		
5	Standard Rate for Lift Station Trouble Shooting/Repair	HR	200		
6	Overtime Rate for Emergency/Holiday Rate for Irrigation Pump Repair/Install Services	HR	30		
7	Emergency/Holiday Rate for Lift Station Repair/Install Services	HR	30		
8	Annual Lift Station Servicing	EA	70		
9	Materials and Subcontractor Allowance (Subcontractor markup limited to 5%; All materials and supplies subject to approval by the CITY)	LS	1	150,000	150,000
Grand Total (Items 1 through 9)					

Grand Total (in Words)

Name of CONTRACTOR (Please Print)

Signature

Title

Date

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN
(Not Applicable)

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: General Maintenance and Repair Services

Category: _____

Location: Citywide

City of Weston RFP NO. 2026-08

BOND

Date (not earlier than Agreement Date):

Amount: \$ _____

Modifications to this Bond: None _____ See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title